



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 17, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LAC+USC MEDICAL CENTER REPLACEMENT PROJECT
AUTHORIZATION FOR THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE
TWO WAIVERS OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT
OF INGRESS AND EGRESS- COVENANT TO RUN WITH THE LAND
SUPERVISORIAL DISTRICT 1
3 VOTES**

**JOINT RECOMMENDATION WITH THE ACTING DIRECTOR OF PUBLIC WORKS
THAT YOUR BOARD:**

1. Find that granting a right of ingress and egress to the City of Los Angeles for access by the City to a County-owned pedestrian bridge located over the City's Marengo Street is in the public interest and will not interfere with the use of the pedestrian bridge by the County, and approve the grant of those rights to the City.
2. Authorize the Chief Administrative Officer to execute two agreements, each consisting of a waiver of damages, indemnification agreement, and a right of ingress and egress-covenant to run with land, with the City of Los Angeles in connection with the County's construction of a pedestrian bridge over Marengo Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will allow for the construction of a pedestrian bridge over Marengo Street, connecting the LAC+USC Medical Center Replacement

Honorable Board of Supervisors
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Project (C.P. 70787), to the existing public parking structure located on the south side of Marengo Street. The pedestrian bridge will provide safe access to the hospital for patients, staff and visitors. In order for the County to construct the pedestrian bridge, the City must give up its rights to the airspace over Marengo Street.

The conditions of the airspace vacation require another public hearing by the City Council upon compliance with all the conditions established. To permit the construction of the pedestrian bridge to proceed prior to the completion of the City's vacation proceedings, a revocable permit agreement will be executed and remain in full force and effect until the City's Resolution to Vacate has been filed and recorded with the County Recorder's Office.

One of the recommended agreements will support a Revocable Permit from the City pending permanent vacation of the City's air rights over Marengo Street, and the second agreement will support the permanent Airspace Vacation. Per condition nine (f) of the pending City of Los Angeles airspace vacation proceeding VAC-E1400751, the County of Los Angeles, as the owner of the pedestrian bridge, must execute a waiver of damages, indemnification agreement and right of ingress and egress-covenant to run with land relieving the City of any liability arising from the construction, maintenance and use of the proposed pedestrian bridge. The terms and the waiver language were approved by County Counsel.

Implementation of Strategic Plan Goals

These actions are consistent with the County's Strategic Plan Goal of Fiscal Responsibility as the proposed improvements are an investment in public infrastructure.

FISCAL IMPACT/FINANCING

The recommended actions will not require an increase to the project budget. Construction of the pedestrian bridge, including the cost of any required permits, is included in the total project cost of \$820,558,000. The project budget is funded with a combination of a FEMA grant and short and long-term financing.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code section 25526.6 authorizes the grant of property interests to the City upon a finding that the grant is in the public interest. The related agreement to waive damages and indemnify the City exceeds the Chief Administrative Officer's delegated authority to grant interests in property.

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ENVIRONMENTAL DOCUMENTATION

The environmental impact of these actions was previously assessed in the Environmental Impact Report/Environmental Assessment (under the California Environmental Quality Act and the National Environmental Policy Act) certified by your Board for the LAC+USC Medical Center Replacement Project

CONTRACTING PROCESS

N/A

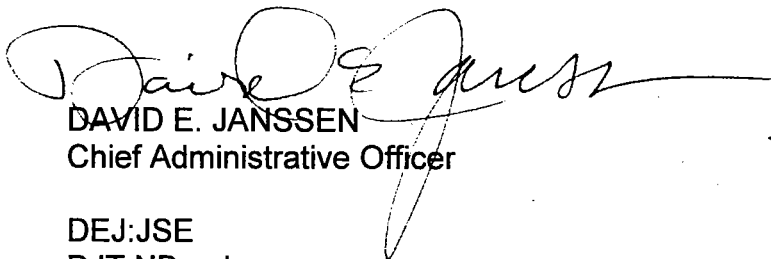
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The existing hospital and all patient care services will remain operational throughout the construction period. Construction of the pedestrian bridge will require the closure of Marengo Street for a temporary period.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works and the Chief Administrative Office (Capital Projects).

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer



for DONALD L. WOLFE
Acting Director of Public Works

DEJ:JSE
DJT:NB:mdc

Attachment (2)

c: County Counsel

ATTACHEMENT I
REVOCABLE PERMIT

Recording Requested by and
Recorded Document to be Forwarded
to:

**City of Los Angeles
Bureau of Engineering
Central Records Section
600 S. Spring St.; Suite 800
Los Angeles, CA 90014**

For Recorder's Use ONLY

**WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

WHEREAS, County of Los Angeles is the owner of real property, located at 1200 North State Street in the City of Los Angeles, County of Los Angeles, State of California, described as Lots 33 through 45 and Lots 52 through 64, all of Tuthill's and Mrs. Gleason's subdivision of Lot 4 of the Orange Slope Tract and portion of Lot 1, Tract No. 9800, in the official records of the County of Los Angeles in Book 12, Pages 20 of Miscellaneous Records and in Book 138, Pages 36 and 37 of Maps, respectively, which land is bounded by or subject to an easement or right of way owned by the City of Los Angeles; and

WHEREAS, said owner has applied to the City of Los Angeles, hereinafter referred to as the City, for permission to construct a Pedestrian Bridge over Marengo Street in conjunction with Airspace Vacation, VAC-E1400751, "Marengo Street between Kingston Avenue & Britannia Street Vacation District" in the right of way or easement at the above described property,

NOW THEREFORE, in consideration of the City granting revocable permission to the applicant to construct a Pedestrian Bridge in conjunction with the said vacation in the right of way or easement, the undersigned owner, and for owner's heirs, successors in interest and assignees, does hereby agree as follows:

1) To indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person and from and against all damage, loss, or expense of whatsoever kind and nature sustained or incurred by the City by reason of, or any way related to this grant of revocable permission in, on, through and/or over said easement or right of way of the City. Owner hereby further agrees to, at the option of the City, assume, at its own expense, the defense, by counsel satisfactory to City, of any of the aforesaid losses, damages or claims or of any action or actions based thereon. Owner further agrees to acquire and thereafter to perpetually and permanently maintain public liability and property damage insurance in the policy limits established by the grant of revocable permission, with the policies of insurance naming City of Los Angeles as an additional insured, as set forth in sub-sections (a) through (d), below.

**WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

(a) **Insurance.** Prior to the commencement of this Agreement, Owner shall furnish the City with evidence of insurance from insurers (i) acceptable to City, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form acceptable to the Risk Management Department for the coverages and minimum limits of insurance indicated on Exhibit B which shall be maintained by Owner at its sole cost and expense for the duration of this Agreement.

(b) **General Liability Insurance.** During the duration of this Agreement, Owner agrees to provide and maintain general liability insurance. Insurance shall be Combined Single Limit per occurrence. Evidence of such insurance shall be on City's General Liability Special Endorsement form and should provide coverage for Property and operations, contractual, personal injury and fire legal liability.

(c) **Workers' Compensation.** By signing this Agreement, Owner hereby certifies that it is aware of the provisions of Sections 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the duration of this Agreement. A Waiver of Subrogation in favor of City is required.

(d) **Self Insurance.** At its sole option, Owner may satisfy Owner's insurance obligations under Section 1(a) through (c), by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by Owner's professional risk management personnel. Owner shall furnish City with a certificate or other written evidence of Owner's election to provide all or a part of Owner's coverage under a risk pooling, risk retention or self-insurance program or any combination thereof. To the extent Owner fails to procure commercial insurance, such failure shall automatically be deemed to be a covenant and agreement by Owner to self-insure such risks to the full extent required under this Agreement. Owner's right to self-insure is personal to the Owner named herein and shall not be transferable or applicable to any sublessee, assignee or transferee of Owner.

2) To assume all risks and waive any right to make or prosecute any claims or demands against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to said improvement, or any adjacent properties, or relate to permissive use granted, by virtue of the use, construction, maintenance or other act within said easement or right of way by or under authority of said City, or for any damage due to substances or activities emanating from within or without such City facilities. Owner's waiver of damages shall not apply to the sole active negligent acts or malicious acts of the City.

3) To remove all said improvements, and restore the affected Right of Way or Easement, without expense to the City at the request of the Board of Public Works of said City, or its Officers, Employees, or Agents by virtue of revocation of the permit.

4) To maintain the improvement at all times to the satisfaction of the City or to reimburse the City for expenditures for maintaining the improvements should the undersigned fail to do so.

Continuation Sheet For:

**WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

5) To grant to the City, its Agents, Representatives, Officers and Employees the right of ingress and egress over the above described improvement to any or all portions of said street, easement or right of way including the portions covered by buildings, furnishings, or equipment, for the purpose of construction, maintenance, repair, reconstruction or removal, or other lawful acts in or to said easement or right of way.

6) This agreement shall remain in full force and effect until released by the Board of Public Works Commissioners of the City of Los Angeles. **This document shall become null and void when the Resolution to Vacate has been filed and recorded with the County Recorder's Office.**

This waiver shall be and constitute a covenant running with the land and be binding upon the heirs, executors, administrators, successors in interest, assignees as their interest may appear, and may be recorded by either said owner or the City of Los Angeles.

IN WITNESS WHEREOF, the owner has caused these presents to be executed this

_____ day of _____, 20_____

NAME _____	_____
Print or Type	Signature

NAME _____	_____
Print or Type	Signature

NAME _____	_____
Print or Type	Signature

Continuation Sheet For:

**WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On this _____ day of _____, 20____, before me, _____,
a Notary Public in and for said County and State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL
THE DAY AND YEAR HEREINABOVE FIRST WRITTEN.

(Seal)

My license expires on _____, 20_____.

Notary Public in and for said County and State

Accepted by the City Engineer of the City of Los
Angeles on _____, 20_____.
BY _____

Plan No. _____
Y-Map No. _____
Drainage Map No. _____
District Map No. _____
Plans Submitted YES _____ NO _____
Waiver Number W-_____

(Division and District Office)

ATTACHMENT II
AIRSPACE VACATION

Recording Requested and
Recorded Document to be
Forwarded to:

City of Los Angeles
Bureau of Engineering
Central Records Section
600 S. Spring Street, Suite 800
Los Angeles, CA 90014

For Recorder's Use ONLY

**WAIVER OF DAMAGE, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

WHEREAS, County of Los Angeles is the owner of real property, located at 1200 North State Street, in the City of Los Angeles, County of Los Angeles, State of California, described as Lots 33 through 45 and Lots 52 through 64, all of Tuthill's and Mrs. Gleason's subdivision of Lot 4 of the Orange Slope Tract and portion of Lot 1, Tract No. 9800, in the official records of the County of Los Angeles in Book 12, Pages 20 of Miscellaneous Records and in Book 138, Pages 36 and 37 of Maps, respectively, which land is bounded by or subject to an easement or right of way owned by the City of Los Angeles; and

WHEREAS, said owner has applied to the City of Los Angeles, hereinafter referred to as the City, for permission to install, construct a Pedestrian Bridge in conjunction with the vacation of VAC - E1400751 (Marengo Street Vacation District).

NOW THEREFORE, in consideration of the City granting Airspace vacation to the applicant to construct a Pedestrian Bridge in conjunction with said vacation, the undersigned owner, and for owner's heirs, successors in interest and assignees, does hereby agree as follows:

1) To indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person and from and against all damage, loss, or expense of whatsoever kind and nature sustained or incurred by the City by reason of, or any way related to this grant of Airspace vacation in, on, through and/or over said easement or right of way of the City. Owner hereby further agrees to, at the option of the City, assume, at its own expense, the defense, by counsel satisfactory to City, of any of the aforesaid losses, damages or claims or of any action or actions based thereon. Owner further agrees to acquire and thereafter to perpetually and permanently maintain public liability and property damage insurance in the policy limits established by the grant of Airspace vacation, with the policies of insurance naming City of Los Angeles as an additional insured, as set forth in sub-sections (a) through (d), below.

**WAIVE OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

- (a) **Insurance.** Prior to the commencement of this Agreement, Owner shall furnish the City with evidence of insurance from insurers (i) acceptable to City, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form acceptable to the Risk Management Department for the coverages and minimum limits of insurance indicated on Exhibit B which shall be maintained by Owner at its sole cost and expense for the duration of this Agreement.
- (b) **General Liability Insurance.** During the duration of this Agreement, Owner agrees to provide and maintain general liability insurance. Insurance shall be Combined Single Limit per occurrence. Evidence of such insurance shall be on City's General Liability Special Endorsement form and should provide coverage for Property and operations, contractual, personal injury and fire legal liability.
- (c) **Workers' Compensation.** By signing this Agreement, Owner hereby certifies that it is aware of the provisions of Sections 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the duration of this Agreement. A Waiver of Subrogation in favor of City is required.
- (d) **Self Insurance.** At its sole option, Owner may satisfy Owner's insurance obligations under Section 1(a) through (c), by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by Owner's professional risk management personnel. Owner shall furnish City with a certificate or other written evidence of Owner's election to provide all or a part of Owner's coverage under a risk pooling, risk retention or self-insurance program or any combination thereof. To the extent Owner fails to procure commercial insurance, such failure shall automatically be deemed to be a covenant and agreement by Owner to self-insure such risks to the full extent required under this Agreement. Owner's right to self-insure is personal to the Owner named herein and shall not be transferable or applicable to any sublessee, assignee or transferee of Owner.

**WAIVE OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

2) To assume all risks and waive any right to make or prosecute any claims or demands against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to said improvement, or any adjacent properties, or relate to permissive use granted, by virtue of the use, construction, maintenance or other act within said easement or right of way by or under authority of said City, or for any damage due to substances or activities emanating from within or without such City facilities. Owner's waiver of damages shall not apply to the sole active negligent acts or malicious acts of the City.

3) To maintain the improvement at all times to the satisfaction of the City or to reimburse the City for expenditures for maintaining the improvements should the undersigned fail to do so.

4) To grant to the City, its Agents, Representatives, Officers and Employees the right of ingress and egress over the above described improvement to any or all portions of said street, easement or right of way including the portions covered by buildings, furnishings, or equipment, for the purpose of construction, maintenance, repair, reconstruction or removal, or other lawful acts in or to said easement or right of way.

5) This agreement shall remain in full force and effect until released by the Board of Public Works Commissioners of the City of Los Angeles.

This waiver shall be and constitute a covenant running with the land and be binding upon the heirs, executors, administrators, successors in interest, assignees as their interest may appear, and may be recorded by either said owner or the City of Los Angeles.

IN WITNESS WHEREOF, the owner has caused these presents to be executed this

_____ day of _____, 200_____.

NAME _____	_____
Print or Type	Signature

NAME _____	_____
Print or Type	Signature

NAME _____	_____
Print or Type	Signature

Continuation Sheet For:

**WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On this _____ day of _____, 200__, before me _____
a Notary Public in and for said County and State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL THE DAY AND YEAR HEREIN ABOVE FIRST WRITTEN.

(Seal)

My license expires on _____, 200__.

Notary Public in and for said County and State

Accepted by the City Engineer of the City
of Los Angeles On _____, 200__.

By _____

(Division and District Office)

Plan No. _____

Y-Map No. _____

Drainage Map No. _____

District Map No. _____

Plans Submitted YES _____ NO _____

Waiver Number W- _____

Job Address: 1200 North State Street VAC-E1400751